

OBION COUNTY
BOARD OF EDUCATION

*316 South Third Street
Union City, Tennessee 38261
(731)885-9743 FAX (731)885-4902*

David W. Huss, Director of Schools

Members of the Board of Education:
BRIAN RAINEY, Chairman
DIANE SANDERSON, Vice-Chairman
DAVID LAMB, Chair Pro Tem

WILLIS EASLEY
FRITZ FUSSELL
TIM PARTIN
SUSAN WILLIAMS

May 2, 2011

The Food Service Department of the Obion County Board of Education requests bids for milk coolers for all Obion County Schools. Bids must be received in this office, 316 South Third Street, Union City, TN 38261, no later than the close of business (4:00 PM) on Thursday, May 26, 2011. Bids must be submitted on enclosed form. Bidders should retain a copy and return the original as a bid. The person authorized to bind the vendor contractually must sign the enclosed contract agreement, completing all requested information. Bids must be received in a sealed envelope that is clearly marked "Food Service Bid---Milk Coolers". Bids will be opened at 10:00 A.M. on Friday, May 27, 2011. The successful bidder will be notified on June 7, 2011. Delivery of this equipment must be made to the individual schools as noted in bid documents. Delivery and set up at the schools must be completed on or before June 30, 2011.

If additional information is desired, please contact Judy Denman, Food Service Supervisor, at 731-885-9743. The Obion County Board of Education reserves the right to reject any and/or all bids.

**OBION COUNTY BOARD OF EDUCATION
SCHOOL NUTRITION PROGRAM
316 SOUTH THIRD STREET
UNION CITY, TN 38261**

MILK COOLER BID

GENERAL

Attached are instructions and conditions for submitting a Milk Cooler Bid for the Child Nutrition Program of the Obion County Board of Education.

The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability.

VENDOR QUALIFICATIONS

Potential bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery and installation of item ordered
- Meet specifications and bid conditions
- Demonstrate successful past performance

BID AWARD

Sealed bids are due at the Obion County Board of Education office at 316 South Third St., Union City, TN 38261 by close of business (4:00 PM) on Thursday, May 26, 2011. Bids are to be opened on Friday, May 27, 2011 at 10:00 AM at the Obion County Board of Education office. Bids will be examined for compliance with specification and conditions outlined in the Bid document. Faxed bid documents will not be accepted.

Bid price should be honored through October 31, 2011.

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

The contract will be awarded in writing to the responsive and responsible bidder whose bid is the lowest cost for the system. It is the intent of the Obion County Board of Education to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the School Nutrition Program. Regardless of the procurement method used, price is the final determining factor for awarding the contract.

The Obion County Board of Education reserves the right to accept or reject any or all bids. The Local Education Agency will be responsible for the contract awarded. The bid will be awarded after approval by the School Nutrition Supervisor, and the Board of Education. All bidders will be notified in writing of the bid award within ten days of bid opening or the day following approval by the School Board at their next scheduled meeting after bid opening.

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to David Huss, Director of Schools, no later than ten days after the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution are as follows:

1. A meeting with the School Nutrition Director participating in the bid, the hearing official and representatives from the disputing party to discuss and resolve the complaint.
2. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.
3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.

BID FORM:

Complete attached bid form and return as stated above. If the brand you are bidding is not Beverage Air, the specifications of said manufacturer along with a **separate list of exceptions**, if any, to the listed specifications should be submitted in writing to the attention of Judy Denman, Food Service Supervisor. These exceptions must be received at the Obion County Board of Education, 316 South Third, Union City, TN 38261 by 4:00 PM no later than May 18, 2011. At that time the brand will be either approved or disapproved. All requests for "approved alternates" not following this procedure will not be considered. Amendments will then be sent to all bidders.

If an error is made in bidding the price, or item is not available after the bids are opened, the Obion County Board of Education reserves the right to award the contract to the next lowest vendor that meets requirements.

Bid price shall include **delivery and set up at seven locations**. **Successful bidder shall give a three day notice to our maintenance supervisor, Phil Graham at 731-536-4226 before delivery**. **Delivery shall be made to each school, as detailed in following document on or before June 30, 2011.**

The bid document, contract agreement, and debarment/suspension certification statement, must be filled out and signed. All originals must be signed in ink by a person with authority to bind the bid. The Bid must be sealed in an envelope that is clearly marked "**Food Service Bid—Milk Coolers**".

The sealed bid must then be mailed or delivered to the following address:

Obion County Board of Education

Attn: Judy Denman

316 South Third Street

Union City, TN 38261

VENDOR PERFORMANCE

If the Vendor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, the Obion County Board of Education may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Vendors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any vendor with continued poor performance will be removed from the potential vendor list for one year.

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacement of a rejected item will constitute authority to purchase on the open market so as to replace the item rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse schools for excess costs incurred by such a purchase.

Reasons for product rejection may be any one of the following:

- Quality
- Price
- Serviceability of item (damage)
- Product does not meet bid specifications

BREACH

A party shall be deemed to have breached the contract if any of the following occurs:

1. Failure to provide products or services that conform to contract requirements or
2. Failure to maintain/submit any report required hereunder; or
3. Failure to perform in full or in part any of the other conditions of the contract
4. Violation of any warranty

SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH

Upon the occurrence of any event of breach, the School System may take any one, or more, or all, of the following actions:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the School System determines that the Vendor has cured the breach, shall never be paid to the Vendor;
3. Set off against any other obligation the School System may owe to the Vendor any damages the School System suffers by reason of any event of breach;
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

CONTRACT TERMINATION FOR CAUSE

If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the School District shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

In the event the contract is terminated for due cause by the System, the System shall have the option of awarding the contract to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

The School District may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System. The School System must give notice of termination to the Vendor at least 30 days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

INVOICES AND STATEMENTS

Payment will not be made until the steamer is delivered, and installed in good condition and in accordance with

specifications, and training with food service staff has been completed.

The invoice/statement is to be sent to the Obion County Board of Education, School Nutrition Program, 316 South Third Street, Union City, TN 38261. Payment will be made to the vendor when the contract has been met and verified and has met the School Nutrition Program's procedures for payment.

THE OBION COUNTY BOARD OF EDUCATION IS A TAX EXEMPT ORGANIZATION

REGULATION COMPLIANCE

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds.

- 1) No employee, officer or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- a. The employee, officer or agent
 - b. Any member of the immediate family
 - c. His or her partner
 - d. An organization which employs or is about to employ one of the above.
- 2) The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
 - 3) Penalties for violation of the code of conduct of named School Nutrition Program should be:
 - a. Reprimand by Board of Education;
 - b. Dismissal by Board of Education;
 - c. Any legal action necessary.

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

**OBION COUNTY BOARD OF EDUCATION
CHILD NUTRITION PROGRAM**

Furnish:

- 3 Cold Wall, Dual Access, 12 case Beverage Air Milk Coolers Model ST49N-S**
- 4 Cold Wall, Single Access, 8 case Beverage Air Milk Coolers Model SM34N-S**
- 1 Cold Wall, Dual Access, 8 case Beverage Air Milk Cooler Model ST34N-S**
- 3 Cold Wall, Single Access, 16 case Beverage Air Milk Coolers Model SM58N-S**

OR Pre-approved equals.

Provide the following standard/optional features and accessories:

- **Lid, door, adjustable hinges, and door latches made of stainless steel**
- **Remainder of exterior and all of interior stainless steel**
- **One-piece reinforced stainless steel floor for maximum support**
- **Heavy duty, epoxy coated steel wire floor racks provided for extra floor protection**
- **Exterior thermometer**
- **Cylinder lock**
- **Bottom drain**
- **4" swivel casters, two with locks**
- **Foamed-In-place CFC and HCFC-free polyurethane insulation to help increase energy efficiency.**
- **R404A Refrigerant**
- **Wired ready for connection to a 115/60/1 phase, 15 amp dedicated outlet**
- **Cord and plug set included--Cord length is to be ample length to reach closest 120v receptacle, without the use of an extension cord, cord cap included. Size is to be determined by unit load and cord length.**
- **1/4 horsepower on 8 and 12 case**
- **1/3 horsepower on 16 case**

Price to include delivery and set up at locations as noted on following page.

**OBION COUNTY BOARD OF EDUCATION
MILK COOLER BID**

NAME OF COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

DATE: _____

I certify by my signature below that the costs quoted are correct and that I have the legal capacity to obligate the company to perform under the conditions outlined in the contract.

Signature

Print or Type Name

Title

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion
Lower Tier Covered Transactions**

**(Before completing certification, read instructions
on reverse.)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any Federal department or agency.**

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.**

Organization Name

Bid Number

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment

**Obion County Schools
Milk Coolers**

School & Address	Description	Model Requested	Mfg. & Model Bid	Unit Price	# Units	Extension
Black Oak Elementary 365 N. Shawtown Road Hornbeak, TN 38232	Double Access 12 case capacity	Beverage Air ST49N-S			1	
Hillcrest Elementary 605 South Main Troy, TN 38260	Double Access 12 case capacity	Beverage Air ST49N-S			2	
Lake Road Elementary 1130 East Hwy 22 Union City, TN 38261	Single Access 8 case capacity	Beverage Air SM34N-S			1	
Lake Road Elementary 1130 East Hwy 22 Union City, TN 38261	Double Access 8 case capacity	Beverage Air ST34N-S			1	
Obion Central High 528 North Hwy 51 Troy, TN 38260	Single Access 16 case capacity	Beverage Air SM58N-S			2	
Ridgemont Elementary 1285 N. Hwy 45 West Union City, TN 38261	Single Access 8 case capacity	Beverage Air SM34N-S			2	
South Fulton Elementary 209 John C. Jones Pkwy. South Fulton, TN 38257	Single Access 16 case capacity	Beverage Air SM58N-S			1	
South Fulton High 1302 John C. Jones Pkwy South Fulton, TN 38257	Single Access 8 case capacity	Beverage Air SM34N-S			1	

Total Bid Price: _____

Company Name: _____

OBION COUNTY
BOARD OF EDUCATION

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Union City, Tennessee 38261
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David W. Huss, Director of Schools

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WILLIS EASLEY
FRITZ FUSSELL
TIM PARTIN
SUSAN WILLIAMS

April 18, 2011

Re: Addendum to Obion County Schools Milk Cooler Bid

The following brand has been approved in addition to the Beverage Air Coolers:

Continental--Models indicated on bid form

Please indicate on the attached amended bid form the brand and model # you are bidding.

Thank you,



Judy Denman
Foodservice Supervisor

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Obion County Schools
Milk Coolers
Addendum

School & Address	Description	Manufacturers & Models Approved	Manufacturers & Models Bid	Unit Price	# Units	Extension
Black Oak Elementary 365 N. Shawtown Road Hornbeak, TN 38232	Double Access 12 case capacity	Beverage Air ST49N-S Continental MC4-SS-DCW			1	
Hillcrest Elementary 605 South Main Troy, TN 38260	Double Access 12 case capacity	Beverage Air ST49N-S Continental MC4-SS-DCW			2	
Lake Road Elementary 1130 East Hwy 22 Union City, TN 38261	Single Access 8 case capacity	Beverage Air SM34N-S Continental MC3-SS-SCW			1	
Lake Road Elementary 1130 East Hwy 22 Union City, TN 38261	Double Access 8 case capacity	Beverage Air ST34N-S Continental MC3-SS-DCW			1	
Obion Central High 528 North Hwy 51 Troy, TN 38260	Single Access 16 case capacity	Beverage Air SM58N-S Continental MC5-SS-SCW			2	
Ridgemont Elementary 1285 N. Hwy 45 West Union City, TN 38261	Single Access 8 case capacity	Beverage Air SM34N-S Continental MC3-SS-SCW			2	
South Fulton Elementary 209 John C. Jones Pkwy. South Fulton, TN 38257	Single Access 16 case capacity	Beverage Air SM58N-S Continental MC5-SS-SCW			1	
South Fulton High 1302 John C. Jones Pkwy South Fulton, TN 38257	Single Access 8 case capacity	Beverage Air SM34N-S Continental MC3-SS-SCW			1	

Company Name: _____

Total Bid Price: _____